

Gates & Cooper *LLP*

Howard Hughes Center
6701 Center Drive West, Suite 1050
Los Angeles, California 90045

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MAY 03 2006**FAX TRANSMISSION TO USPTO**

TO: Commissioner for Patents
Attn: Examiner Fred Ehichioya
Patent Examining Corps
Facsimile Center
Alexandria, VA 22313-1450

FROM: George H. Gates
OUR REF.: 30571
TELEPHONE: (310) 642-4146

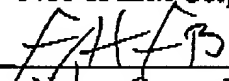
Total pages, including cover letter: 19

PTO FAX NUMBER: 571-273-8300

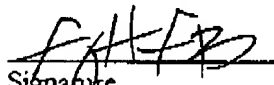
If you do NOT receive all of the pages, please telephone us at (310) 641-8797, or fax us at (310) 641-8798.

| | |
|--------------------------------|---|
| Title of Document Transmitted: | TRANSMITTAL SHEETS, REVOCATION AND POWER OF ATTORNEY, AND CERTIFICATE UNDER 37 C.F.R. §3.73(B) WITH COPY OF RECORDED ASSIGNMENT. |
| Assignee: | 2005 KEEL COMPANY, INC. |
| Serial No.: | 09/827,500 |
| Filed: | 04/06/2001 |
| Group Art Unit: | 2172 |
| Title: | WIRELESS INFORMATION RETRIEVAL |
| Our Ref. No.: | 30571 |

Please charge all fees to Deposit Account No. 09-0460 of IBM Corporation.

By: 
Name: George H. Gates
Reg. No.: 33,500

I hereby certify that this paper is being transmitted by facsimile to the U.S. Patent and Trademark Office on the date shown below.


Signature

May 3, 2006
Date

GHG/bjs

G&C 30571

MAY 03 2006

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

| | | | |
|-------------|--------------------------------|-----------------|-------------------------|
| Applicant: | Chang et al. | Assignee: | 2005 KEEL COMPANY, INC. |
| Serial No.: | 09/827,500 | Examiner: | Fred Bhichioya |
| Filed: | 04/06/2001 | Group Art Unit: | 2172 |
| Title: | WIRELESS INFORMATION RETRIEVAL | | |

CERTIFICATE OF MAILING OR TRANSMISSION UNDER 37 CFR 1.8

I hereby certify that this correspondence is being filed via facsimile transmission to the U.S. Patent and Trademark Office on May 3, 2006.By: GHG
Name: George H. GatesCommissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

We are transmitting herewith the attached:

- ☒ Transmittal sheet, in duplicate, containing a Certificate of Mailing or Transmission under 37 CFR 1.8.
- ☒ Revocation and Power of Attorney including Certificate Under 3.73(b) and Copy of Recorded Assignment.

Please consider this a PETITION FOR EXTENSION OF TIME for a sufficient number of months to enter these papers, if appropriate.

Please charge all fees to Deposit Account No. 09-0460 of IBM Corporation, the assignee of the present application. A duplicate of this paper is enclosed.

Customer Number 45729
GATES & COOPER LLP
Howard Hughes Center
6701 Center Drive West, Suite 1050
Los Angeles, CA 90045
(310) 641-8797

By: GHG
Name: George H. Gates
Reg. No.: 33,500
GHG/bjs

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MAY 03 2006

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

| | | | |
|-------------|--------------------------------|-----------------|-------------------------|
| Applicant: | Chang et al. | Assignee: | 2005 KBEL COMPANY, INC. |
| Serial No.: | 09/827,500 | Examiner: | Fred Ehichioya |
| Filed: | 04/06/2001 | Group Art Unit: | 2172 |
| Title: | WIRELESS INFORMATION RETRIEVAL | | |

CERTIFICATE OF MAILING OR TRANSMISSION UNDER 37 CFR 1.8

I hereby certify that this correspondence is being filed via facsimile transmission to the U.S. Patent and Trademark Office on May 3, 2006.By: [Signature]
Name: George H. GatesCommissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

We are transmitting herewith the attached:

- ☒ Transmittal sheet, in duplicate, containing a Certificate of Mailing or Transmission under 37 CFR 1.8.
- ☒ Revocation and Power of Attorney including Certificate Under 3.73(b) and Copy of Recorded Assignment.

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Please charge all fees to Deposit Account No. 09-0460 of IBM Corporation, the assignee of the present application. A duplicate of this paper is enclosed.

Customer Number 45729
GATES & COOPER LLP
Howard Hughes Center
6701 Center Drive West, Suite 1050
Los Angeles, CA 90045
(310) 641-8797

By: [Signature]
Name: George H. Gates
Reg. No.: 33,500
GHG/bjs

PTO/SB/80 (01-06)

Approved for use through 12/31/2008. OMB 0651-0035
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO

I hereby revoke all previous powers of attorney given in the application identified in the attached statement under 37 CFR 3.73(b).

I hereby appoint:



Practitioners associated with the Customer Number:

45729

OR



Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

| Name | Registration Number | Name | Registration Number |
|------|---------------------|------|---------------------|
| | | | |
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| | | | |
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as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Please change the correspondence address for the application identified in the attached statement under 37 CFR 3.73(b) to:



The address associated with Customer Number:

45729

OR

Firm or
Individual Name

Address

City

State

Zip

Country

Telephone

Email

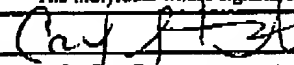
Assignee Name and Address:

2005 Keel Company, Inc.
1 North Castle Drive
Armonk, New York 10504-1785

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

| | | | |
|-----------|---|-----------|--------------|
| Signature |  | Date | 5/01/06 |
| Name | Carol S. Greenstreet | Telephone | 415-463-4270 |
| Title | President | | |

This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

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S/N 09/827,500

PATENTIN THE UNITED STATES PATENT AND TRADEMARK OFFICE

| | | | |
|-------------|--------------------------------|-----------------|-------------------------|
| Applicant: | Chang et al. | Assignee | 2005 KEEL COMPANY, INC. |
| Serial No.: | 09/827,500 | Examiner: | Fred Ehichioya |
| Filed: | 04/06/2001 | Group Art Unit: | 2172 |
| Title: | WIRELESS INFORMATION RETRIEVAL | | |

CERTIFICATE UNDER 37 C.F.R. § 3.73(b)

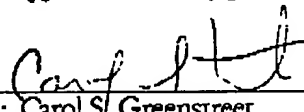
2005 KEEL COMPANY, INC., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 1 North Castle Drive, Armonk, New York 10504-1785, certifies that it is the assignee of the entire right, title, and interest in the patent application identified above by virtue of:

An assignment from iPhrase Technologies, Inc. to 2005 KEEL COMPANY, INC., of the patent application identified above. The assignment was recorded in the U.S. Patent and Trademark Office on March 13, 2006, at Reel 017324, Frame 0840 (copy attached).

2005 KEEL COMPANY, INC. owns 100% interest in the above-identified patent application.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, as the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: 5/1/06By: 
Name: Carol S. Greenstreet
Title: President



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MAY 03 2006

UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 21, 2006

PTAS

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KENNETH F.KOZIK
HOLAND & KRUIGHT LLP
10 ST. JAMES AVENUE
BOSTON, MA 02116

**UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 03/13/2006

REEL/FRAME: 017325/0840
NUMBER OF PAGES: 13

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

PHRASE TECHNOLOGIES, INC.

DOC DATE: 10/31/2005

ASSIGNEE:

2005 KEEL COMPANY, INC.
1 NORTH CASTLE DRIVE
ARMONK, NEW YORK 10504-1785

SERIAL NUMBER: 09827500

FILING DATE: 04/06/2001

PATENT NUMBER:

ISSUE DATE:

TITLE: WIRELESS INFORMATION RETRIEVAL

SERIAL NUMBER: 09562547

FILING DATE: 05/02/2000

PATENT NUMBER:

ISSUE DATE:

TITLE: INTELLIGENT DISCARD IN INFORMATION ACCESS SYSTEM

017325/0840 PAGE 2

SERIAL NUMBER: 10704225 FILING DATE: 11/06/2003
PATENT NUMBER: ISSUE DATE:
TITLE: PROSE FEEDBACK IN INFORMATION ACCESS SYSTEM

SERIAL NUMBER: 09562744 FILING DATE: 05/02/2000
PATENT NUMBER: ISSUE DATE:
TITLE: DATABASE ALIASING IN INFORMATION ACCESS SYSTEM

SERIAL NUMBER: 09563487 FILING DATE: 05/02/2000
PATENT NUMBER: ISSUE DATE:
TITLE: BOOTSTRAPPING IN INFORMATION ACCESS SYSTEMS

SERIAL NUMBER: 10080945 FILING DATE: 02/22/2002
PATENT NUMBER: ISSUE DATE:
TITLE: DIRECT NAVIGATION FOR INFORMATION RETRIEVAL

SERIAL NUMBER: 10835694 FILING DATE: 04/29/2004
PATENT NUMBER: ISSUE DATE:
TITLE: SOFTWARE TOOL FOR TRAINING AND TESTING A KNOWLEDGE BASE

SERIAL NUMBER: 10839829 FILING DATE: 05/05/2004
PATENT NUMBER: ISSUE DATE:
TITLE: SYSTEM AND METHOD FOR ELECTRONIC COMMUNICATION MANAGEMENT

SERIAL NUMBER: 10839930 FILING DATE: 05/05/2004
PATENT NUMBER: ISSUE DATE:
TITLE: WEB-BASED CUSTOMER SERVICE INTERFACE

SERIAL NUMBER: 10770295 FILING DATE: 02/02/2004
PATENT NUMBER: ISSUE DATE:
TITLE: INFORMATION RETRIEVAL

SERIAL NUMBER: 09562539 FILING DATE: 05/02/2000
PATENT NUMBER: 6711561 ISSUE DATE: 03/23/2004
TITLE: PROSE FEEDBACK IN INFORMATION ACCESS SYSTEM

SERIAL NUMBER: 09562548 FILING DATE: 05/02/2000
PATENT NUMBER: 6745181 ISSUE DATE: 06/01/2004
TITLE: INFORMATION ACCESS METHOD

SERIAL NUMBER: 09563802 FILING DATE: 05/02/2000
PATENT NUMBER: 6714905 ISSUE DATE: 03/30/2004
TITLE: PARSING AMBIGUOUS GRAMMAR

SERIAL NUMBER: 09914285 FILING DATE: 08/24/2001
PATENT NUMBER: 6794728 ISSUE DATE: 09/21/2004
TITLE: CAPACITIVE SENSORS IN VEHICULAR ENVIRONMENTS

05-03-2006 04:34PM FROM: Gates & Cooper LLP
RightFax

+13106418798

T-411 P.008/018 F-763

ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

Holland Knight

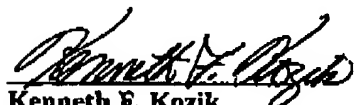
Tel 617 523 2700
Fax 617 523 6850Holland & Knight LLP
10 St. James Avenue
Boston, MA 02116
www.hklaw.com

| | | |
|---|---|---|
| TO: | | |
| United States Patent and Trademark Office | | Assignment Recordation Services (571) 273-0140 |
| NAME | COMPANY/FIRM | FAX NUMBER |
| Alexandria | VA | |
| CITY | STATE | (TELEPHONE NUMBER) |
| FROM: | | |
| Kenneth F. Kozik | 617-573-5879 | 11 |
| NAME | TELEPHONE | TOTAL PAGES (Including Cover Sheet) |
| FOR THE RECORD: | | |
| DATE: December 22, 2005 | URGENCY: <input type="checkbox"/> SUPER RUSH | <input type="checkbox"/> RUSH <input checked="" type="checkbox"/> REGULAR |
| FAXED BY: | FILE #: 103594.00001 | CLIENT NAME: |
| CONFIRMED: <input type="checkbox"/> YES <input type="checkbox"/> NO | NAME: | TIME: |
| If you did not receive all of the pages or find that they are illegible, please call 617-523-2700 | CONFIDENTIALITY NOTICE: This facsimile, along with any documents, files, or attachments, may contain information that is confidential, privileged, or otherwise exempt from disclosure. If you are not the intended recipient or a person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, printing, distribution or use of any information contained in or attached to this facsimile is strictly prohibited. If you have received this facsimile in error, please immediately notify us by facsimile or by telephone collect at the numbers stated above, and destroy the original facsimile and its attachments without reading, printing, or saving in any manner. Your cooperation is appreciated. Thank you. | |

MESSAGE:

Attached to this facsimile communication cover sheet is a Recordation Form Cover Sheet and Assignment, faxed this 22nd day of December, 2005, to Mail Stop Assignment Recordation Services, U.S. Patent and Trademark Office.

Respectfully submitted,

Kenneth F. Kozik
Reg. No. 36,572

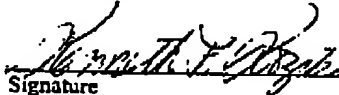
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MAY 03 2006

Substitute Form PTO-1595
Attorney Docket No.: 103594.00001

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

| | |
|--|--|
| Assistant Commissioner for Patents: Please record the attached original document(s) or copy(ies) | |
| 1. Name of conveying party(ies): iPhrase Technologies, Inc. Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 2. Name and address of receiving party(ies): 2005 Keel Company, Inc. 1 North Castle Drive Armonk, NY 10504-1785 Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: 10/31/2005 | |
| 4. Application number(s) or patent number(s) If this document is being filed with a new application, the execution date of the application is: A. Patent Application No(s): See Schedule A, attached B. Patent No.: See Schedule A, attached Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| 5. Name/address of party to whom correspondence concerning document should be mailed: KENNETH F. KOZIK Holland & Knight LLP 10 St. James Avenue Boston, MA 02116 | 6. Total number of applications/patents involved: 14 7. Total fee (37 CFR §3.41): \$ 560.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to charge Deposit Account. 8. Deposit Account No.: 50-2324 Please apply any additional charges, or any credits, to our Deposit Account No. 50-2324 |
| DO NOT USE THIS SPACE | |
| 9. Statement and Signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> Kenneth F. Kozik Reg. No. 36,572 Name of Person Signing  Signature 22 December 2005 Date | |
| Total number of pages including coversheet, attachments and document: 10 | |

CERTIFICATE OF MAILING BY FACSIMILE

I hereby certify under 37 CFR §1.8(a) that this correspondence is being faxed to the United States Patent and Trademark Office on the date indicated below.

December 22, 2005

Date of Deposit

Signature

Toni M. Sousa

Typed or Printed Name of Person Signing Certificate

3468279_v1

PATENT ASSIGNMENT

PATENT ASSIGNMENT made this 31st day of October, 2005 (this "Assignment"), between IPHRASE TECHNOLOGIES, INC., a Delaware corporation ("Assignor"), and 2005 KEEL COMPANY, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the registered patents and patent applications listed on Schedule A hereto, all patents which may issue therefrom, and all divisionals, reissues, substitutions, continuations, re-examinations and extensions thereof which may be pending in or granted by any patent office or forum throughout the world (referred to as the "Patents") and whereas Company owns all inventions disclosed and claimed in the Patents ("Inventions");

WHEREAS, Assignor has agreed in the Asset Purchase Agreement dated as of October 31, 2005 (the "Purchase Agreement") between Assignor and Assignee, to sell, assign, transfer, convey and deliver to Assignee all its right, title and interest in, to and under the Inventions and Patents;

WHEREAS, Assignee desires to purchase, acquire and accept all the right, title and interest of Assignor in, to and under the Inventions and Patents; and

WHEREAS, terms used herein but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee free and clear of all liens or other encumbrances all the right, title and interest of Assignor in, to and under:

(a) the Patents and Inventions, and all rights of priority resulting from the filing of the Patents;

(b) all goodwill associated with the use of or symbolized by the Patents;

(c) all rights of enforcement and the right to damages for past infringement, unfair competition or other conflicts relating to the Patents; and

(d) all other rights, including common law rights, relating to the Patents in the United States, to the extent such rights exist,

[[NYCORP:2551740v6:463BW:1028/05-04:11 p]]

each to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

Assignor also hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, any foreign rights to the Inventions and Patents, in all countries of the world, including the right to file applications, prosecute, and obtain patents under any treaty including the International Convention for the Protection for Industrial Property, the Patent Cooperation Treaty, and of the European Patent Convention. Assignor agrees that this executed document is recordable evidence of such transfer and assignment and further agrees to perform at Assignee's expense, upon reasonable notice, such lawful acts and to execute any and all patent applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such foreign patent rights.

Upon the written request of Assignee and at Assignee's expense, Assignor hereby further agrees that Assignor will sign all lawful papers, execute all divisional, continuation, reissue, re-examination, and substitute applications, make all lawful oaths, and provide reasonable assistance to aid Assignee, its successors, assigns and nominees to facilitate the prosecution and maintenance of the Patents in all countries of the world.

2. Transfer. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Patents to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a patent included in the Patents.

3. Representations, Warranties and Indemnities. Neither Assignor nor Assignee makes any representations or warranties with respect to the Patents except as expressly set forth in the Purchase Agreement. Nothing in this Assignment is intended to impair or alter the rights of either Assignor or Assignee under the indemnification provisions set forth in Article VII of the Purchase Agreement.

4. Severability. If any term or provision of this Assignment is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Assignment shall nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Assignment is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

5. **GOVERNING LAW.** THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

6. **No Third-Party Beneficiaries.** This Assignment is not intended to confer upon any person other than the parties hereto any rights or remedies.

7. **Assignment.** Neither this Assignment nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of Law or otherwise by any of the parties without the prior written consent of the other parties. Subject to the preceding sentence, this Assignment will be binding upon, inure to the benefit of and be enforceable by, the parties and their respective successors and assigns.

8. **Amendments.** This Assignment may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

9. **Notices.** All notices hereunder shall be given as set forth in the Purchase Agreement.

10. **Headings.** The headings contained in this Assignment are for reference purposes only and shall not limit or otherwise affect the meaning or interpretation of this Assignment.

11. **Counterparts.** This Assignment may be executed in one or more counterparts (including by telecopy), all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

12. **Purchase Agreement Provisions.** This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits and subject to the provisions thereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed by their respective officers thereunto duly authorized as of the date first written above.

ASSIGNOR:

IPHASE TECHNOLOGIES, INC.,

by: 

Name:
Title:

ASSIGNEE:

2005 KEEL COMPANY, INC.,

by: _____

Name:
Title:

[17551700]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed by their respective officers thereunto duly authorized as of the date first written above.

ASSIGNOR:

IPHRASE TECHNOLOGIES, INC.,

by: _____
Name:
Title:

ASSIGNEE:

2005 KEEL COMPANY, INC.,

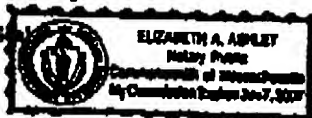
by: David L. Johnson
Name: David L. Johnson
Title: Director

[[3551740]]

STATE OF Massachusetts
: ss.:
COUNTY OF Middlesex

On the 28th day of October, 2005 before me personally came David A. Keshaw to me known, who, being by me duly sworn, did depose and say that (s)he resides in Massachusetts; that (s)he is CFO of Pharos Technologies, Inc., the corporation described in and which executed the above Assignment; and that (s)he signed (her) [his] name thereto on behalf of said corporation

Notarial Seal



Elizabeth A. Ashley 10/28/05

STATE OF _____)
: ss.:
COUNTY OF _____)

On the _____ day of October, 2005 before me personally came _____ to me known, who, being by me duly sworn, did depose and say that (s)he resides in _____; that (s)he is _____ of 2005 Kael Company, Inc., the corporation described in and which executed the above Assignment; and that (s)he signed (her) [his] name thereto on behalf of said corporation

Notarial Seal

{231240}

STATE OF _____)
; ss.:
COUNTY OF _____)

On the ____ day of October, 2005 before me personally came _____ to me known, who, being by me duly sworn, did depose and say that [s]he resides in _____; that [s]he is _____ of iPhrase Technologies, Inc., the corporation described in and which executed the above Assignment; and that [s]he signed [her][his] name thereto on behalf of said corporation

Notarial Seal

STATE OF New York)
; ss.:
COUNTY OF Westchester)

On the 31st day of October, 2005 before me personally came David L. Johnson to me known, who, being by me duly sworn, did depose and say that [s]he resides in Rocky Hill, CT; that [s]he is a Director of 2005 Keel Company, Inc., the corporation described in and which executed the above Assignment; and that [s]he signed [her][his] name thereto on behalf of said corporation

Notarial Seal


MARK GOLDSTEIN
Notary Public, State of New York
No. 02G05051396
Qualified in Westchester County
Commission Expires November 6, 2007

[[2551740]]

Schedule A

Registered Patents

| Country | Owner | Patent | Application No. | Registration No. | Filing Date | Registration Date |
|---------|----------------------------|---|-----------------|------------------|-------------|-------------------|
| USA | iPhrase Technologies, Inc. | PROSE FEEDBACK IN INFORMATION ACCESS SYSTEM | 09/562539 | 6,711,561 B1 | May 2, 2000 | March 23, 2004 |
| USA | iPhrase Technologies, Inc. | INFORMATION ACCESS METHOD | 09/562548 | 6,745,181 B1 | May 2, 2000 | June 1, 2004 |
| USA | iPhrase Technologies, Inc. | PARSING AMBIGUOUS GRAMMAR | 09/563802 | 6,714,905 B1 | May 2, 2000 | March 30, 2004 |
| USA | iPhrase Technologies, Inc. | ACCESSING INFORMATION FROM A COLLECTION OF DATA | 09/563803 | 6,704,728 B1 | May 2, 2000 | March 9, 2004 |

Patent Applications

| Country | Owner | Patent | Application No. | Filing Date |
|---------|----------------------------|--|-----------------|---------------|
| USA | iPhrase Technologies, Inc. | WIRELESS INFORMATION RETRIEVAL | 09/827500 | April 6, 2001 |
| USA | iPhrase Technologies, Inc. | INTELLIGENT DISCARD IN INFORMATION ACCESS SYSTEM | 09/562547 | May 2, 2000 |
| USA | iPhrase Technologies, Inc. | PROSE FEEDBACK IN INFORMATION ACCESS SYSTEM | 10/704225 | Nov. 6, 2003 |
| USA | iPhrase Technologies, Inc. | DATABASE ALIASING IN INFORMATION ACCESS SYSTEM | 09/562744 | May 2, 2000 |

[[NYCORP:2551740v4:4638W:102805-04:11 p]]

Schedule A

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|-----|----------------------------|---|-----------|----------------|
| USA | iPhrase Technologies, Inc. | BOOTSTRAPPING IN INFORMATION ACCESS SYSTEMS | 09/563487 | May 2, 2000 |
| USA | iPhrase Technologies, Inc. | DIRECT NAVIGATION INFORMATION RETRIEVAL | 10/080945 | Feb. 22, 2002 |
| USA | iPhrase Technologies, Inc. | SOFTWARE TOOL FOR TRAINING AND TESTING A KNOWLEDGE BASE | 10/835694 | April 29, 2004 |
| USA | iPhrase Technologies, Inc. | SYSTEM AND METHOD FOR ELECTRONIC COMMUNICATION MANAGEMENT | 10/839829 | May 5, 2004 |
| USA | iPhrase Technologies, Inc. | WEB-BASED CUSTOMER SERVICE INTERFACE | 10/839930 | May 5, 2004 |
| USA | iPhrase Technologies, Inc. | INFORMATION RETRIEVAL | 10/770295 | Feb. 2, 2004 |

Patent Applications (Foreign)

| Owner | Patent | Serial No. | Filing Date | Claims the benefit of: |
|----------------------------|---------------------------|---|----------------|---------------------------------|
| iPhrase Technologies, Inc. | INFORMATION RETRIEVAL | PCT/US2001/013623 [EP1402406A2] | April 27, 2001 | 09/563,803 filed on May 2, 2000 |
| iPhrase Technologies, Inc. | INFORMATION RETRIEVAL | 01930855.0 filed in the EP off of PCT/US2001/013623 | | 09/563,803 filed on May 2, 2000 |
| iPhrase Technologies, Inc. | INFORMATION ACCESS METHOD | PCT/US2001/013626 [EP1402407A2] | April 27, 2001 | 09/562,548 filed on May 2, 2000 |
| iPhrase Technologies, Inc. | INFORMATION ACCESS METHOD | 01928943.8 filed in the EP off of PCT/US2001/013626 | | 09/562,548 filed on 5/02/00 |

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